their edges to contact the isolation regions. This rejection is traversed, and reconsideration and withdrawal thereof respectfully requested.

During patent examination, the pending claims must be "given their broadest reasonable interpretation consistent with the specification." *In re Hyatt,* 211 F.3d 1367, 1372, 54 USPQ2d 1664, 1667 (Fed. Cir. 2000). When the instant claims are given their broadest reasonable interpretation consistent with the specification, it is clear, that the instant claims fully comport with the requirements of the 35 U.S.C. § 112. The Examiner appears to be objecting to the breadth of the claims, however, the breadth of a claim is not to be equated with indefiniteness. *See In re Miller,* 441 F.2d 689, 169 USPQ 597 (CCPA 1971). "If the scope of the subject matter embraced by the claims is clear, and if applicant has not otherwise indicated that they intend the invention to be of a scope different from that defined in the claims, then the claims comply with 35 U.S.C. § 112, second paragraph." MPEP 2173.04.

The Examiner expressly acknowledged that the scope of the subject matter embraced by the claims is clear, as the Examiner referred to the literal reading of the claims in the rejection, and the Examiner has not pointed out any contrary indication that the claims mean anything other than what the claims recite.

The Examiner referred to claim 23 as somehow indicating that it is the intention of the claim language to be limited to the "first regions" and "second regions" extending at their edges to contact the isolation region. Firstly, the Examiner is improperly reading limitations into claim 23. Nowhere does claim 23 recite that the "first regions" and "second regions" each extend at their edges to contact the isolation regions. Secondly, claim 23 is an independent claim, as are claims 10 and 21. The Examiner appears to be improperly reading the Examiner asserted limitations in claim 23 into claims 10 and 21.

"[C]laim terms are given their ordinary and accustomed meaning unless examination of the specification, prosecution history and other claims indicates that the inventor intended otherwise." *Nike Inc. v. Wolverine World Wide, Inc.*, 43 F.3d 644, 646 (Fed. Cir. 1994). As the Examiner has not provided any indication that the specification, prosecution history, and other claims indicate otherwise, Applicant submits that the instant claims should be given their ordinary and accustomed meaning. When the instant claim terms are given their ordinary and accustomed meaning, the meaning of claims 10-27 is clear to one of ordinary skill in this art.

As the Examiner understands the literal reading of the claims, Applicants submit that there is no issue of indefiniteness surrounding the instant claims. The rejections under 35 U.S.C. § 112, second paragraph, are untenable and should be withdrawn. Therefore, it is respectfully submitted that claims 10-27 should be to entitled the broadest reasonable interpretation and broadest range of equivalents that are appropriate in light of the language of the claims, the supporting disclosure and Applicant's prosecution of the claims, without reference to the Examiner's baseless allegations of the apparent intention of the claim language.

Therefore, in light of the above Remarks, this application should be allowed and the case passed to issue. If there are any questions regarding these remarks or the application in general, a telephone call to the undersigned would be appreciated to expedite prosecution of the application.

To the extent necessary, a petition for an extension of time under 37 C.F.R. § 1.136 is hereby made. Please charge any shortage in fees due in connection with the filing of this paper, including extension of time fees, to Deposit Account 500417 and please credit any excess fees to such deposit account.

Respectfully submitted,

McDERMOTT WILL & EMERY LLP

Bernard P. Codd

Bernard P. Codd
Registration No. 46,429

600 13th Street, N.W.
Washington, DC 20005-3096
Phone: 202.756.8000 BPC:BPC
Facsimile: 202.756.8087
Date: September 2, 2005

Please recognize our Customer No. 20277 as our correspondence address.